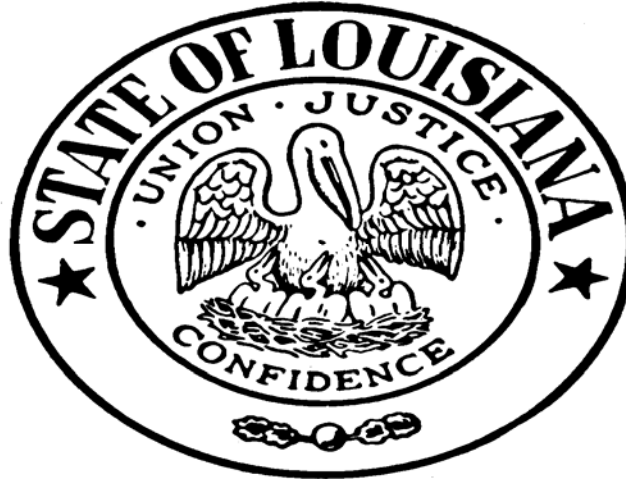


STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF INFORMATION TECHNOLOGY

REQUEST FOR PROPOSALS
FOR
CONSULTING AND SUPPORT SERVICES



Proposal Opening Date: 3/27/2006

Proposal Opening Time: 2:00 p.m. Central Time

File Number: OIT_CSS_RFP 2006

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1.0 GENERAL INFORMATION

1.1 Purpose

The State of Louisiana, Division of Administration, Office of Information Technology (OIT), is issuing this Request for Proposals (RFP) to seek Consultants that provide Information Technology (IT) services. The State of Louisiana (State) has a sizable and growing investment in IT and is interested in proposers who can provide a wide range of IT services to assist state agencies. Through the contracts resulting from this RFP, Louisiana's goal is to have a flexible means of obtaining IT resources quickly, efficiently, and cost effectively.

This RFP will qualify proposers for assisting state agencies to plan, analyze, design, implement, maintain and support technology in State agencies. These qualified proposers, referred to as Consultants, will be required to enter into a Consulting and Support Services Agreement (CSSA) with OIT which will then allow them to compete over the term of the Agreement for contracts with state agencies for specific Statements of Work (SOW) as each work is required.

1.2 Background

The State of Louisiana contracts for the services of IT professionals for state agencies through the use of consulting services contracts governed by La. Revised Statutes 39:1481-1526 through the Office of Contractual Review and for technical support services through the Office of State Purchasing governed by the La. Revised Statutes 39: 1551-1736 and 39: 196-200. It has become apparent that there is a growing need for a flexible means of obtaining these services quickly, efficiently, and cost effectively. The dynamic nature of IT staffing requires a flexible means of rapidly obtaining quality personnel to provide IT consulting services. OIT plans to meet this need by issuing this competitive RFP leading to the execution of multiple Consulting and Support Services Agreements. Once these Agreements are in place, state agencies, using a second tier of competition, will be able to contract for the required personnel as directly and efficiently as possible.

In an effort to improve services to the public, many state agencies will be providing state services online that will be available on a twenty-four hour, seven-day-a-week basis. Most state agencies are currently developing Strategic Information Resource Management Plans that will identify strategic thinking about business needs that link business and technology.

To illustrate the changes taking place, Louisiana State government is in the process of establishing a framework for enterprise technical architecture. This effort has been identified to inform proposers that the technical consulting services needed initially, may change significantly and be focused toward a manageable architectural model. Consultants will need to provide services that follow the architecture.

1.3 Process

It is OIT's intention to obtain IT services for projects between \$50,000 and \$2,000,000 as specified in this RFP. **The maximum amount allowed per contract shall be \$2,000,000 per year or for multi-year contracts up to three (3) years with \$2,000,000 maximum per year for a total allowable of \$6,000,000.** However, the contracts resulting from this procurement shall not be construed to require the State to use this contract exclusively for IT consulting services. The State reserves the right to procure such IT services using traditional procurement methods when it is in the best interest of the State to do so.

This RFP is a two-tiered, multiple contract procurement vehicle as described below:

A. **TIER ONE: Qualifying Proposers.** OIT will conduct the **Tier One** procurement process, which will include the following:

1. to establish a list of qualified CSSA Consultants who are willing to commit to maximum hourly rates for the duration of the contract and which shall not exceed the proposers published prices, if applicable;
2. to enter into agreements with those consultants; and
3. to establish a framework within which individual state agencies may efficiently and effectively contract for consulting services with selected qualified consultants.

Upon approval, the Agreements with the qualified consultants will be available for use by all state agencies in the Tier Two process.

B. **TIER TWO: Agency Statements of Work.** Each agency shall conduct the **Tier Two** procurement process based on the specific requirements (Statements of Work) for its project using the evaluation and selection process described in Section 6.0 of this RFP. The Tier Two process may include additional price competition. Consultants shall only be allowed to quote prices **equal to or below** the hourly quotes in Tier One, specific delivery requirements, analysis of the capabilities of consultant companies to provide qualified staff suitable to agency environments, and other project specific requirements the agency may consider necessary to make a well-reasoned choice among consultants. Upon award of Tier Two, the state agency shall enter into a contract with specific terms and conditions. (See Attachment VI)

State agencies that utilize the CSSA process will vary in size and complexity.

No Consultant with whom a CSSA Agreement is entered is guaranteed to be awarded a Contract with a State Agency.

Once a state agency identifies the need for IT consulting services, the state agency then prepares a Statement of Work (SOW) that will be distributed to the CSSA Consultants in a particular Technical Area. These Consultants may then prepare responses to the Agency SOW within the required timeframe. The state agency shall evaluate each proposal received in the Tier Two phase and enter into a Contract with the selected Consultant.

Consulting services will be provided in **four (4)** primary Technical Areas. Through this RFP process, Consultants will be chosen within each area. The Technical Areas are as follows:

- 1. Application Development / Database Development / Web Development**
(See 1.9.1)
- 2. Network / Desktop / Non-Mainframe Class Server Technical Support**
(See 1.9.2) *(Multiple Contracts Awarded in this Technical Area)*
- 3. Mainframe Class Server Technical Support** (See 1.9.3)
- 4. Disaster Recovery** (See 1.9.4)

Proposers may submit a proposal for any or all of the listed Technical Areas. **However, ALL categories within a Technical Area must have an hourly rate quoted on Attachment I, Price Matrix, EXCEPT THE NETWORK/DESKTOP/NON-MAINFRAME CLASS SERVER TECHNICAL AREA. THIS AREA WILL HAVE MULTIPLE CONTRACTS FOR THE THREE (3) SUB-CATEGORIES.**

All Consultants signing an Agreement in Tier One for a Technical Area will be allowed to respond to all SOWs in Tier Two in that Technical Area.

OIT intends to award multiple Consulting Service Agreements to Consultants in each Technical Area.

1.4 Contract Duration

The CSSA resulting from this RFP shall be for a one year period beginning upon approval of the Louisiana Office of Contractual Review (OCR) and the Office of State Purchasing, which is anticipated to begin on or about May of 2006, with the right to extend for one year increments up to a maximum of three (3) years.

1.5 RFP Coordinator

Requests for copies of the RFP and written inquiries must be directed to the RFP Coordinator listed below.

Kathy Howard
OIT Statewide Project Leader
1201 North Third Street, Suite 2-130
P.O. Box 94095
Baton Rouge, La. 70804-9095
(225) 219-9470 **(225) 219-9465 FAX** **Kathy.Howard@la.gov**

This RFP is available in electronic form at www.doa.state.la.us/oit and also at wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp in PDF format or in printed form by submitting a written request to the RFP Coordinator

1.6 Proposer Inquiries

OIT will consider written Proposer inquiries regarding RFP requirements before the date specified in the Calendar of Events (Section 1.7).

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above **address, FAX number or e-mail address for Kathy Howard** by the date specified in the Calendar of Events. Official responses to each of the questions presented by the proposer will be posted by 2/22/2006 at www.doa.state.la.us/oit and LaPAC website: wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp

Any response to questions will be issued as an addendum to the RFP. Only written responses to written communications shall be considered official and binding upon the state. The state reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.

The state shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. The state reasonably expects and requires responsible and interested proposers to conduct their in-depth RFP review and submit inquiries in a timely manner.

Further, the state realizes that additional questions or requests for clarification may be generated from the state's addendum responses to the inquiries received during the initial inquiry period. Therefore, a final 3-day inquiry period shall be granted. Questions relative to the addendum shall be submitted by the close of business three working days from the date the addendum is posted to LaPAC (*). If necessary, another addendum will be issued to address the final questions received. Thereafter, all RFP documents will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

1.7 Calendar of Events

OIT reserves the right to deviate from this schedule.

<u>Event</u>	<u>Date</u>
Release RFP and mail notice to Proposers	1/20/2006
Deadline for receiving proposer inquiries	2/06/2006
Issue responses to proposer inquiries	2/22/2006
Proposal submission deadline **See Section 3.1 for proposal submission instructions	3/27/2006 2:00 p.m. Central Time
Announce Award of "CSSA Consultants"	To be scheduled
CSSA execution	To be scheduled

1.8 Definitions

1. State agency - means any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of the State of Louisiana.
2. Request for Proposal (RFP) – An official solicitation for proposals to supply any service that would be subject to the applicable provisions of Chapter 16 or Chapter 17 of Title 39 of the Louisiana Revised Statutes. The Request for Proposals shall indicate the relative importance of price and other evaluation factors, shall clearly define the tasks to be performed under the contract, the criteria to be used in evaluating the proposals and the time frames within which the work must be completed.
3. SOW – The Statement of Work, which is provided in Tier Two, is a written statement prepared by the Agency that specifically describes the phases of work or services, major tasks or areas of responsibility the Contractor is to perform at a particular state agency during a stated period of time. The statement must identify specific objectives that the Contractor is to attain and describe in detail the deliverables that the Contractor is to provide.
4. Proposer – The term used in Tier One for responders to the RFP wanting to compete to be on the list of qualified CSSA Consultants.
5. CSSA Consultant – The term used for successful proposers of the Tier One process.
6. Contractor– The term used in Tier Two for a CSSA Consultant performing a SOW for an

agency.

7. Agreement – The result of Tier One when a proposer is selected to be on a list to compete in TIER TWO for state agencies' SOWs. An **Agreement** is signed between the CSSA Consultant and OIT.
8. Contract - The result of Tier Two when a CSSA Consultant competes for a SOW from an agency. A **Contract** is signed between the CSSA Consultant and the agency.
9. Shall or Must – denotes a mandatory requirement.
10. Should or May – denotes an advisory or permissible action.
11. Authorized User(s) – denotes an agency or any other entity authorized by the laws of the State of Louisiana to act of behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.
12. PST – Procurement Support Team.
13. CSSA – Consultant and Support Services Agreement.

1.9 Technical Area Definitions

The following definitions describe the **four (4)** technical areas for which a proposer may submit proposals.

1.9.1 Application Development / Database Development / Web Development

- a. Application Development (Legacy or Existing Systems /New Development) – The Contractor should provide programming/analyst type personnel with a wide range of knowledge and experience in, but not limited to, the following skills and languages to:
 - Perform services to ensure that IT systems are designed to capitalize on agency architectures and State IT standards,
 - Provide systems that are interoperable and interface with other systems and networks,
 - Design systems that are reliable and easily maintainable,
 - Ensure that systems make the most of agency-wide and state-wide resources,
 - Design web-enabled applications,
 - Evaluate and complete a conversion from one software application to a new software application, and
 - Provide Enterprise Resource Planning (ERP) solutions.

- Be familiar with COBOL, CICS, NATURAL, C++, JAVA, VISUAL BASIC, POWER BUILDER, .NET, FORTRAN, SAS, GIS.
- b. Database Development – The Contractor should provide personnel that possess a wide range of knowledge and experience in, but not limited to, the following databases and skills:
- DB2, ORACLE, ADABAS, SQL SERVER, ACCESS, INFORMIX, SYBASE, VSAM, NOTES/DOMINO, FOCUS.Reviews, evaluates, and recommends changes to the database environment based on analysis of the monitoring effort.
 - Oversees the physical database design including physical file characteristics, backup and recovery requirements, security requirements and physical space requirements dictated by the database design.
 - Recommends additional software based on the analysis of available software and DBMS requirements.
 - Supervises the installation and testing of database management systems (DBMS) software.
 - Provides the audit ability of the database to insure data integrity, detection of missing data, late transaction reporting and untimely error correction.
 - Evaluates and completes a conversion from one database to another database.
- c. Web Development -The Contractor should provide personnel that have Web site development capabilities, but not limited to:
- Design and develop a Web site;
 - Write Hypertext Markup Language (HTML) code, Dynamic HTML code, JavaScript code, Java code, .NET, and XML code;
 - Create and modify Web applications;
 - Translate requirements into Web-base solutions, including complex Web sites;
 - Integrating Web pages and applications to serve as stand alone Web sites or the front-end to Web-based applications;
 - Develop applications using Internet protocols or Web-based technologies, such as, but not limited to: HTML, PERL, Javascript, Java, Websphere and Apache;
 - Design and develop Portal(s);
 - Provide Web site branding;
 - Utilize numerous software applications related to Web site development, including, but not limited to: Frontpage, Visual Studio, Adobe Photoshop, Adobe GoLive, Homesite, Active Server Pages, JavaScript, Cold Fusion, VBScript, MS Access, SQL Server, Internet Information Server, Index Server, HTML, Websphere, Apache, Dynamic HTML, XML, NOTES/DOMINO, Oracle Portal, and other related products;
 - Apply new and emerging technologies to Web page development;
 - Provide services including imaging, digitizing, workflow and electronic document

management.

1.9.2 Network , Desktop , and Non-Mainframe Class Server Technical Support
(Multiple Contracts will be awarded within each of the three (3) sub-categories below)

a. Network: The Contractor should provide services for the maintenance, management and support of a network software environment. Examples of duties to perform are, but not limited to, the following:

- Network Consulting (ex. monitor network utilization, network design, etc);
- Contact national support (Novell, Microsoft, etc.) on Agency's behalf to research problems;
- Perform network and non-mainframe server capacity planning;
- Evaluate and configure environments in the most efficient manner;
- Configure and install switches;
- Configure and install routers;
- Troubleshoot and repair any software problems with network file servers;
- Installation Services;
- Service Desk

b. Desktop Technical Support: The Contractor should provide services for the management and support of a desktop environment. Examples of duties to perform are, but not limited to, the following:

- Support the integration of operating systems, data bases, application software, network and communications software and related products to provide a reliable application environment;
- Analyze new releases of software to determine upgrade schedule;
- Determine and resolve any conflicts between hardware and software that may occur when components are upgraded;
- Basic Desktop Support;
- Apply patches, fixes, new releases, etc.
- Installation Services;
- Service Desk

c. Non-Mainframe Class Servers: The Contractor should provide technical support/analyst personnel with knowledge and experience in, but not limited to, the following:

- Provide operating system support for midrange or smaller class servers (i.e. UNIX, AIX, Solaris, Linux, Windows NT, Windows 2000, and Windows XP) and related products;
- Manage any Directory Services or other new technology planning and deployments;
- Place new users and/or office locations into "tree", troubleshoot access problems;
- Analyze new releases of software to determine upgrade schedule;

- Contact national support (Novell, Microsoft, etc.) on Agency's behalf to research problems;
- Evaluate and configure environments in the most efficient manner;
- Recommends strategy for standards and procedures;
- Installation Services;
- Service Desk

1.9.3 Mainframe Class Server Technical Support

The Contractor should provide technical support/ analyst personnel with knowledge and experience in, but not limited to:

- a. Software Support – experience with Mainframe class operating system support, experience with operating systems running in supported partitions, and related products.

Example: OS/390, Z/OS, AIX, Solaris, Webserver, Telnet Server, Linux.

Examples of work expected are, but not limited to:

- Coordinates the installation, maintenance, and modification of vendor-supplied software (e.g., operating systems, communications managers, database management systems, compilers) for a system or complex network supporting applications critical to state business functions.

- b. Program Product Support

Example: Hierarchical Storage manager, network infrastructure software, OEM product software, CICS.

Examples of work expected are, but not limited to:

- Coordinates the installation of in-house software packages.

- c. Capacity Planning and Performance Management

Experience in sizing Mainframe class operating systems and using performance tools.

Examples of work expected are, but not limited to:

- Monitors and evaluates performance and efficiency of a mainframe class operating system.
- Recommends strategy for standards and procedures for mainframe networks and functions.

1.9.4 Disaster Recovery

- a. Provide disaster recovery contingency planning and risk assessment

support

including, but not limited to, those software applications, which are processed on various computer platforms (e.g., personal computers, mainframes, and mini-computers). Establishing Hot/Cold Sites is outside the scope of this RFP. Such support includes, but is not limited to, the capability to:

- Review and/or develop disaster recovery contingency plans and risk assessments;
- Recommend ways to increase the effectiveness of the plans and the continuity of service;
- Incorporate disaster recovery and continuity of operations plans as an attachment of the system security plan; and,
- Perform quantitative risk analyses of large sensitive systems, generally including the risk analysis package as an attachment to the system security plan. Such support includes, but is not limited to, the capability to:
 - Identify and value computer/communications network assets;
 - Identify potential threats to those assets and system vulnerability;
 - Assess adequacy of existing management, operational, and technical controls in safeguarding assets against waste, loss, unauthorized access and use, and misappropriation; and,
 - Analyze the consequences/impact of the potential threats resulting in recommendations of safeguards.
- Determine the specifications required for a Hot/Cold site. The actual establishment of the site is outside the scope of this RFP.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 Certification Statement

Proposers shall sign and submit the Certification Statement shown in Attachment II and all information required by the Certification.

2.2 RFP Addenda, Cancellation or Re-issuance

OIT reserves the right to change the calendar of events or issue Addenda to the RFP at any time. OIT also reserves the right to cancel or reissue the RFP.

2.3 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by OIT pursuant to the RFP.

2.4 Waiver of Administrative Informalities

OIT reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.5 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by OIT to award a contract. OIT reserves the right to accept or reject any or all proposals submitted.

2.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

2.7 Ownership of Proposal

All materials (paper content only) submitted in response to this request become the property of the State. Selection or rejection of a response does not affect this right. All proposals submitted shall be retained by the State and not returned to proposers. Any copyrighted materials in the response are not transferred to the State.

2.8 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of your proposal. Your cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer's confidential data, the state will notify the owner of the asserted data of the request. If the owner of the asserted data

does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the state to disclose the information. If the owner of the asserted data refuses to indemnify and hold the state harmless, the state may disclose the information.

2.9 Cost of Preparing Proposals for Tier One and Tier Two

The State is not liable for any costs incurred by prospective Proposers or Consultants prior to issuance of or entering into an Agreement or Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to Tier One or Tier Two are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the State of Louisiana.

2.10 Errors and Omissions in Proposal

The State will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The State reserves the right to make corrections or clarifications due to patent errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the Proposer.

2.11 Contract Award and Execution

OIT reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received in the Tier One process.

The RFP, proposal, and CSSA of the selected Consultant shall become part of any contract initiated by the State agencies.

In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer needs to address the specific language in Attachment VI, Consulting and Support Services Contract and Attachment III, Consulting and Support Services Agreement, and submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. The terms for both of these documents may be negotiated as part of the Tier One process with the exception of contract provisions that are required by the State (indicated by an asterisk (*) in Attachments III and VI).

If the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the Consulting and Support Services Agreement within **seven calendar** days of delivery of it, OIT may elect to cancel the award.

2.12 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all services offered in his proposal whether or not he provides them. The State shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2.12.1 Use of Subcontractors

- A. Each CSSA Consultant shall serve as the single prime contractor for all work performed pursuant to its CSSA. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements in Tier One or Tier Two. Proposers may submit a proposal in response to this RFP, which identifies sub-contract(s) with others, provided that the prime contractor acknowledges and accepts total responsibility for the entire contract.
- B. If it becomes necessary for the prime contractor to use subcontractors, the State urges the prime contractor to use Louisiana vendors, including small and emerging businesses and/or small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the State Project Manager.

2.13 Proposer's Certification of OMB A-133 Compliance

Certification of no suspension or debarment. By signing and submitting any Tier Two cost proposal for \$100,000 or more, the Proposer certifies that his company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov

3.0 TIER ONE - RESPONSE INSTRUCTIONS

3.1 Proposal Submission

A proposer who is interested in providing consulting services under this RFP must submit a proposal containing the information specified in this section. The fully completed proposal with original signatures by an authorized representative must be received in hard copy (printed) version **no later than the date and time specified in the Calendar of Events (Section 1.7)**. Neither fax nor electronic submissions are acceptable.

Important- - Clearly mark outside of envelope, box or package with the following information and format:

- **Proposal Name: Request for Proposal for Consulting and Support Services**
- **File Number: OIT_CSS_RFP 2006**
- **Proposal Opening Time and Date: 2:00 P.M. CT, 3/27/2006**

Proposals may be mailed through the U.S. Postal Services to:

**Kathy Howard, Office of Information Technology
Louisiana Division of Administration
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095**

Proposals may be delivered by hand or courier service to the following physical location:

**Office of State Purchasing
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802**

***Proposers are hereby advised that the U.S. Postal Services does not make deliveries to the physical location shown above.** Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the physical location. The Office of Information Technology and the Office of State Purchasing are not responsible for any delays caused by the proposer's chosen means of proposal delivery.

PROPOSALS SHALL BE OPENED AT THE OFFICE OF STATE PURCHASING AT 2:00 P.M. This will NOT be a public opening due to the tremendous response expected on this RFP. However, a list of all proposers will be posted on the OIT website immediately after proposal opening.

3.2 Format of the Proposal

For **EACH** technical area being proposed, a **separate proposal package** must be prepared and submitted. **Network, Desktop, and Non-Mainframe Class Server Technical Area are to be treated as three separate proposal packages and clearly labeled.**

Each proposal submitted for each technical area will have two (2) components:

- 1) TECHNICAL
- 2) COST

The technical component must be submitted separately from the cost component. The Technical component and the Cost component can be two separate envelopes, but mailed in one mailing package.

NOTE: Proposals should have a Table of Contents and all pages of both proposal components should be consecutively numbered from beginning to end. No pricing information should be included in the Technical Proposal.

OIT requests that **eight (8)** copies of the proposal be submitted **in CD format** to the RFP Coordinator at the address specified. The CD should be in *ADOBE (PDF)* format and the file naming convention should be CSSA-COMPANYNAME-TECHNICAL AREA. **One (1) hard** copy of the proposal shall also be submitted and contain original signatures; this hard copy should be clearly marked or differentiated from any other copies of the proposal by a notation in the lower left corner of the cover (of each volume) with the words **“Signed Original”**.

This hard copy will be retained for incorporation by reference in any contract resulting from this RFP. Proposals shall be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of their respective organizations. A certified copy granting those officials or agents such authority to act on behalf of the company should be submitted with the proposal. The state reserves the right to require this information during the evaluation process.

Each proposal shall include **One (1)** hard copy original and should include **eight (8)** CD copies of the Technical Proposal and clearly marked as to what Technical Area is being proposed:
“Technical Proposal for (Technical Area) in Response to RFP – La. Division of Administration – Do Not Open”

Only **One (1)** hard copy Cost Proposal (**no CD required for Cost**) should be submitted and clearly marked as to what Technical Area is being proposed:
“Cost Proposal for (Technical Area) in Response to RFP – La. Division of Administration – Do Not Open”

3.3 Proposal Requirements

The proposal should address each of the criteria. It should be clear and precise in response to the information and requirements described in the RFP. For each technical area being proposed, proposer must submit a separate technical Proposal and the corresponding cost matrix for that particular area.

3.3.1 Technical Proposal

The format and sections of the **Technical Proposal** should conform to the tabbed structure outlined below. Adherence to this format is necessary in order to permit the effective evaluation of proposals.

On the CD, a “bookmark” should be used for each Tab/Sub-tab.

The Technical Proposal should be in the following format:

3.3.1.1 TAB 1 – Executive Summary

The proposer should condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary”. The summary should provide a broad overview of the contents of the entire proposal and clearly identify the technical area for which they are proposing services.

3.3.1.2 TAB 2 – General Corporate Information

Under this tab the Proposer should submit the following:

- a. Proposer should identify:
 - 1) Organization/Firm Name
 - 2) Primary Contact Name (Last, First, MI)
 - 3) Organization/Firm Address
 - 4) Organization/Firm Phone Number
 - 5) Organization/Firm FAX Number
 - 6) Organization/Firm E-Mail
- b. Proposer should identify known subcontractors and the role these subcontractors will have in the performance of any Contracts awarded to them as a result of the Tier Two process.

3.3.1.3 TAB 3 – Corporate Experience

The proposer should include information on past experience within the technical area with similar projects and pertinent corporate resources and should include the following sections:

- i. Summary of Experience

The proposer should provide an overview of its experience rendering services similar to those Technical Areas proposed. This description should include a summary of the services offered, the number of years the proposer has provided these services, the company size and the number of years in business;

ii. Corporate Resources

The proposer should describe the corporate resources that will be available to support this Contract including any existing data centers that would be available to support the State requirements;

iii. Financial Capabilities.

The proposer should submit the following documentation:

- a. The last two (2) Year-End Financial Statements and Annual Reports (audited preferred).
- b. A letter addressed to OIT setting forth the following:
 - Discuss and provide evidence that the proposer has the financial capacity to provide the services the State is seeking in the RFP.
 - A statement that the proposer is not aware of any material litigation that would impact its ability to fulfill the contract.

3.3.1.4 Tab 4 – Project Management

Proposer should describe its overall approach in managing this Contract and satisfying the requirements of the solicitation and evaluation criteria specified in section 4.1.4.2 Project Management.

3.3.1.5 Tab 5 - Technical Services Methodology

Proposer is required to provide a description of their Technical Services Methodology. This presentation needs to satisfy the evaluation criteria specified in Section 4.1.4.3.

3.3.1.6 Tab 6 - Technical Area(s) Proposal

The proposer should prepare sub tabs in the proposed technical area. The sub tabs should be formatted in the following manner.

Tab 6.1 – General Description of Capability

The proposer should provide a general description of its capability in providing the technical area of service.

Tab 6.2 – Past Performance

The prime contracting proposer should provide at least three (3) past performance qualifications for the technical area (or sub-category) proposed. Proposers must also provide at least one past performance qualification for each identified subcontractor. Each qualification should not exceed one page and consist of three sections: Project Name, Client Contact Name, and Description of Project. Projects that are within three (3) months of completion or more than 90% complete may be included as a past performance qualification.

Select three (3) Past Performance qualifications from above and submit reference forms for the Technical Area being proposed on Attachment IV.

Tab 6.3 – Key Staff

The proposer should identify key staff for each of the technical areas being proposed. Key staff and personnel must be employees or subcontractors of the company.

Tab 6.4 - Resumes

Resumes should be provided for key staff. The proposer should provide resumes that contain detailed explanation of personnel education, experience, training, recent relevant experience, and size and scope of projects supported. Resumes should be no longer than two pages in length.

Resumes submitted by the proposer should be sufficiently detailed to document the proposer has the personnel capabilities for the technical area proposed. As a result of signing a Consulting and Support Services Agreement, the Consultant must continue to propose the same or equally qualified individuals for specific Statements of Work issued by the state agencies for that technical area in Tier Two.

If a proposer intends to use a subcontractor, the proposal should include specific designations of tasks to be performed by the subcontractor. Also, the Proposer must state the name of the Subcontractor(s); and provide for each proposed Subcontractor, a copy of a fully executed agreement or a signed Letter of Intent confirming that the Prime/Subcontractor relationship will exist. These agreements/letters should be included as a clearly labeled attachment to the Proposal in Tier One.

3.3.2 Cost Proposal

The Cost Proposals shall address all appropriate cost information. Hourly rates must be inclusive of travel and project expenses.

Each Cost Proposal will be submitted on the Price Matrix in ATTACHMENT I of this RFP. The proposer will be required to commit to maximum hourly rates for the duration of the contract and shall not exceed the proposer's published price, if applicable. OIT will use the criteria in Section 4.1.5 of the RFP to award points. The Composite Rates in Attachment I will be used in Tier One only for evaluation scoring of proposals. Specific hourly rates submitted for a SOW will be used in evaluation for Tier Two responses.

4.0 TIER ONE – EVALUATION AND SELECTION OF CONSULTING SERVICES CONTRACTORS

4.1 Evaluation

The evaluation will be based only on the weighted criteria listed in this RFP. Proposals will first be evaluated for Proposer's Technical acceptability according to the criteria listed in Section

4.1.3. Proposers must score a minimum of 50 points in the technical category to be considered technically acceptable and therefore deemed susceptible of being selected. Proposals not meeting the minimum technical points will be considered technically unacceptable and will not be evaluated financially.

4.1.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by OIT, which will determine the proposals most responsive or most advantageous to the state taking into consideration price and the evaluation factors set forth in the RFP.

4.1.2 Mandatory Administrative Evaluation

All proposals will be reviewed by the Evaluation Team to determine compliance with mandatory administrative requirements as specified in this RFP. Proposals found not to be compliant will be rejected from further consideration.

4.1.3 Technical Proposal Selection Criteria (70 Points)

The following criteria will be evaluated when reviewing the proposals. The proposal will be evaluated in light of the material and the substantiating evidence presented to the State, not on the basis of what may be inferred.

The Technical criteria to be applied to each primary technical area proposed are listed below:

- General Corporate Experience, Qualifications, Capabilities and Past Performance
- Project Approach
- Technical Services Methodology
- Resumes
- Financial Stability

4.1.4 Technical Proposal Criteria Definitions

This section provides details for each of the factors listed in Section 4.1.3.

4.1.4.1 General Corporate Experience, Qualifications, Capabilities and Past Performance

The proposer will be evaluated on past experience with similar projects and pertinent corporate resources. The Evaluation Team will review the proposer's overview of its experience rendering services similar to those included in Section 1.0 (Specification) of this RFP, which should include a summary of the services offered and the number of years the proposer has provided these services.

The Evaluation Team will then assess the proposer's description of the corporate resources that will be available to support the Consulting and Support Services Agreement.

Finally, the Evaluation Team will evaluate the proposer's past performance qualifications and client reference surveys for each technical area for which they are proposing; and will also review the past performance qualification for each subcontractor proposed.

4.1.4.2 Project Approach

The Evaluation Team will evaluate the proposer's overall approach of managing the IT Consulting and Support Services and satisfying the requirements of the solicitation. The items that will be evaluated include:

Vision/Understanding – This should demonstrate the vision or understanding of the proposer's services expected under the Consulting and Support Services Agreement and Contract.

Project Management Methodology – The Proposer's approach to managing the overall project and individual Statements of Work (SOW) issued under the awarded state agency's contracts. In assessing the overall Project Management approach the Evaluation Team will be looking for the following items:

- Project Organization (including identification and role of subcontractors)
- Program Manager
- Task Leads
- Team Staffing Resources
- Support Resources
- Project Management Planning and Tracking System
- Project Reporting

In reviewing the Project Management Methodology for Statements of Work the following items will be assessed:

- Statement of Work Processing
- Statement of Work Control
 - Cost Controls
 - Schedule Control
 - Problem Tracking and Resolution
 - Risk Assessment and Management

- Statement of Work Staffing
- Monthly Progress/Status Reporting
- Quality Assurance
- Subcontractor Management
- Management Planning and Reporting

4.1.4.3 Technical Services Methodology(*For the Applications/Data Base/Web Dev. Area only*)

The Evaluation Team will evaluate the proposer's Technical Services Methodology, which should be the proposer's standard approach to the Statement of Work issued under the awarded Contracts. The methodology needs to also indicate how the proposer will ensure that all of its team members properly employ its standardized approach.

In reviewing the Technical Services Methodology the Evaluation Team will be looking for the following:

- Basic principles of the system development approach;
- The steps involved in the development methodology;
- A description of all automated tools that support the various steps in the development methodology;
- The quality control and product assurance techniques employed;
- The configuration management procedures used;
- The variations in the development methodology, if any, for systems that are: mainframe based; client-server systems; PC-based applications; systems involving database management systems; communications intensive systems; and systems requiring transition from legacy environments and applications; and,
- How the Technical Services Methodology interfaces/interacts with the proposed Project Management Methodology.

The proposer, specifically in responding to technical areas defined in Section 1.3, will be evaluated on its project management and systems processes that will be used in the development of systems or applications. Proposer shall have project management and system development processes it employs as an organization. The state expects that these processes will be followed by the Proposer's staff and subcontractors when working on a statement of work project unless the State agrees to deviate. The proposer shall state its system development and project management processes to include:

1. A detailed description of the organization's standard systems engineering and/or software development process, including a description of the documentation, standards used by the proposer to ensure that its employees and subcontractors are required to follow the process;
2. The approved or recommended development life cycles required to be employed by the proposer's staff or subcontractors;
3. The project management processes employed by the proposer including a description of the

- measurements collected and tracked during the project life and how success is measured;
- 4. A description of how these processes have been used on previous engagements in enough detail to clearly show that the processes are a repeatable part of the proposer's process discipline; and,
- 5. A description of how the proposer will work with the State to ensure the above-defined processes are employed and followed if awarded a contract in the Tier Two process.

4.1.4.4 Resumes

The Evaluation Team will assess the quality of the resumes which should contain the name, job position and a detailed explanation of education, experience, training, recent relevant experience, and size and scope of projects supported.

4.1.4.5 Financial Stability

The Evaluation Team will be evaluating the financial stability of the proposer based on the documents described in Section 3.3.1.3.

4.1.5 Cost Proposal Selection Criteria – Tier One (30 Points)

Cost proposals will be opened only after all technical proposals have been evaluated.

When submitting a proposal in a Technical Area, ALL categories in that Technical Area must have an hourly rate quoted on Attachment 1, Price Matrix *except the Network, Desktop, and Non-Mainframe Technical Area. This area will be treated as three (3) separate sub-categories.*

Cost Proposals will be evaluated separately. The cost evaluation will be based upon the prices submitted by the proposer on the Cost Proposal Matrix Forms (ATTACHMENT I). Proposer will record the unit price(s) in the column labeled **Proposer Price**. These entries will be multiplied by the factor in the column labeled **State Evaluation Factor**. The result of this calculation will be recorded in the appropriate shaded column labeled **Evaluated Price**. The price(s) in the Evaluated Price column will be added to produce the result in the box labeled **“Total Composite Labor Rate”**. The “Total Composite Labor Rate” will establish the financial ranking of each proposer from the lowest rate to the highest rate in each of the technical service categories.

The formula below will be used to apply points based on cost:

$$\begin{array}{l} \text{Lowest Total Composite} \\ \text{Labor Rate from all Proposals} \\ \text{Total Composite Labor Rate} \\ \text{this Proposal} \end{array} \quad \times \quad 30 \quad = \quad \begin{array}{l} \text{TOTAL COST POINTS} \\ \text{THIS PROPOSAL} \end{array}$$

4.1.6 Calculate Final Proposer Scores

The total scores for each Proposer will be calculated based on the sum of their Technical Response score and Cost score as shown below.

Criteria	Maximum Score
1. Technical Evaluation	70
2. Cost Evaluation	30
Total Score	Sum of the above scores

4.2 Selection of Qualified Proposers

Proposers must score a minimum of 60 (out of 100) TOTAL points (Technical and Cost combined) to be selected in a Technical Area. There will be no limit to the number of proposers that can be selected.

OIT will notify all Proposers as to whether they have qualified for entering into a Consulting and Support Services Agreement.

4.3 Consulting and Support Services Agreement Terms and Conditions Negotiations

OIT will negotiate a Consulting and Support Services Agreement with each qualified consultant. The Agreement will be based on the Consulting and Support Services Agreement in Attachment III. The CSSA will be incorporated into the Consulting and Support Services Contract as a result of Tier Two. OIT will negotiate those revisions requested in the proposals that do not conflict with those indicated by an asterisk (*).

4.4 Maintain a List of Qualified Consultants

The list of all qualified CSSA consultants who successfully completed the Tier One process will be maintained on the OIT website: www.doa.state.la.us/oit

NOTE: Sections 5 and 6 describe the process that Tier One Consultants (selected through this RFP) will participate in to be selected as Tier Two Contractors.

5.0 TIER TWO - STATEMENT OF WORK RESPONSE INSTRUCTIONS

The purpose of Tier Two is for state agencies: 1) to evaluate consultants on the qualified Consulting and Support Services Agreement list based on Agency-specific needs, 2) to select the most qualified consultant based on the established criteria, and 3) to execute a **contract** between the State Agency and the Consultant.

5.1 Information Pertaining to State Agency Statements of Work (SOW)

During Tier Two, a State Agency with a need for IT consulting and support services in any of the Technical Areas identified in this proposal will prepare State Agency Statements of Work (SOW), using the Model IT SOW in Attachment V, which defines the statement of work to be accomplished by the Contractor under the terms and conditions of the governing Contract. The State Agency SOW could be project oriented or personnel oriented with specific skill sets depending on the Agency's need. The tasks to be performed by the Contractor and the deliverables to be provided will be defined and a schedule will be provided in the final Consulting and Support Services Contract (see Attachment VI).

The State Agency SOW may include the following subsections:

- Project or Task Objectives
- Scope of Work and Deliverables
- Estimated Schedule
- Staffing Requirements
- State Staff, Roles, and Responsibilities
- Additional Terms and Conditions Specific to this State Agency SOW
- Change Control Procedures

This information establishes the technical State Agency requirements. It will be sent by a State Agency to all Tier One CSSA Consultants identified for a Technical Area being proposed for the purpose of soliciting proposals for an Agency-specific project and cost. The State Agency SOW will contain additional submission timeframes and requirements. The Agency requirements, together with the Consultant's response, will be the basis for the final SOW to be incorporated in the final contract.

5.2 Statement of Work Response Requirements

An individual State Agency will obtain the list of qualified CSSA consultants for the particular Technical Area which were selected in the Tier One process.

A State Agency SOW will be sent to all Consultants awarded a CSSA in the pertinent Technical Area. Each Consultant should respond to each State Agency SOW with either a SOW Response or a written notification to the State Project Manager identified in the State Agency SOW that it does not intend to submit a SOW Response and the reason(s) why. If a Consultant elects to respond to a State Agency SOW, the Consultant should, at a minimum, provide the following:

5.2.1 Cover Letter

The cover letter should be on the Consultant's official business letterhead and should include the following statements:

1. [Company name] is submitting the attached "SOW Response" and "Cost Proposal" for consideration according to the Request for Proposal, dated [date of RFP] and the CSSA dated [date of CSSA] issued by the State of Louisiana, OIT, and the Statement of Work, dated [date of letter from the State Agency requesting the SOW Response and Cost Information] issued by [Agency Name].
2. The attached SOW Response meets all the requirements specified in the State Agency requirements, except as specified below: [list any limitations, constraints, or qualifications to the requirements of the State Agency that are implicit in the submitted SOW Response].
3. The attached Cost Proposal includes all costs for providing consulting services as proposed in the SOW Response, except as specified below: list any other costs (e.g. tools or software or equipment implicit in the proposal) that the State Agency must acquire to accomplish the proposed SOW Response.

5.2.2 SOW Response

Contractor's SOW Response should include, at a minimum:

1. a complete description of the proposed work plan including time schedules or a GANTT chart indicating how the consultant would accomplish the requisite tasks of the State Agency SOW. This description shall include a schedule of resources and related tasks, including the methodology/approach and an explanation of how these tasks will be completed.
2. those activities or phases that can be completed independently or simultaneously versus those that must be completed before another activity or phase can commence.
3. the personnel resources and estimated hours (by job classification) to complete the tasks identified. Key personnel who will work on State Agency SOWs must be identified and must be consistent with the personnel identified in Tier One (Section 3.3.1.4) Resumes should be provided for all personnel who are proposed to work on State Agency SOWs. Personnel described in the SOW Response must be committed to the Project for its duration. Once a contract is executed, the Contractor's key personnel assigned to this Contract in

response to the SOW may not be replaced without the written consent of the State Agency. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

4. an estimate of State resources required for this project.
5. a detailed written description of any work to be subcontracted, the name and address of the proposed subcontractor(s), including the proposed contractual agreement with the subcontractors. Key personnel designated in the response to the SOW must be consistent in qualifications and experience with the Key Personnel identified in Tier One.
6. proposed approach to satisfying the requirements of the State Agency SOW and development of deliverables.
7. proposed cost or price. Total costs to be submitted must be all inclusive (travel, lodging, meals, etc.) reflecting the maximum amount to be paid under the contract. The total cost must be based on rates that do not exceed the consultant's rate agreed to in the CSSA. Therefore, as a Tier Two contractor, you may be required to provide supportive details on hourly rates.
8. any special resources to be provided by the Contractor are to be identified.

6.0 TIER TWO - EVALUATION AND SELECTION

6.1 Evaluation

6.1.1 Evaluation Team

The evaluation for TIER TWO will be conducted by an evaluation team established by the State Agency requiring the services.

6.1.2 Conduct the Technical Evaluation and the SOW Response Evaluation

6.1.2.1 Technical Evaluation

The first step in the evaluation process will be to review the technical responses for compliance with the response format in Section 5.2 of the RFP.

The next level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held at the request of the state agency. The purpose of this review will be to assure a full understanding of the State's requirements and the contractor's ability to perform.

Consultants must confirm in writing any substantive oral clarification of their responses made in the course of any discussions. Any such written clarification then becomes part of the consultant's response.

6.1.2.2 SOW Response Evaluation

The State Agency will evaluate each submitted SOW Response based on its appropriateness to the performance of the Agency requirements, its applicability to the State Agency's environment, and its effective utilization of contractor and state resources.

6.1.3 Cost Evaluation

The separate cost proposal of each consultant will be distributed to the Evaluation Team for analysis following the completion of the technical evaluation.

Proposer's cost must be inclusive of travel and all project expenses and must be equal to or less than those rates proposed in Tier One.

The recommended score for COST should not be less than 60% of the Total Points.

6.2 Selection

State Agencies reserve the right to enter into a Contract without further discussion of the response submitted based on the initial offer received in the Tier Two process.

Upon completion of all discussions and negotiations, the evaluation team will recommend award of the contract to the CSSA Consultant whose response is determined to be the most advantageous to the State Agency, considering the technical evaluation and cost evaluation of the SOW response.

Based on the results of the evaluation process, the SOW response receiving the highest total score shall be recommended for award. The TIER TWO evaluation team will present the results of their evaluation to the Agency head for approval. A notification of award will be provided to all consultants submitting a response and the Agency will proceed with execution of the final contract.


6.3 Executing Contract

A State Agency will execute a contract using the CSSC identified as Attachment VI which will incorporate State Agency and project specific information as necessary. It will also incorporate a Statement of Work (SOW) specifying the details of the work to be performed under the CONTRACT as they were provided for in the Tier Two SOW Response to the State Agency requirements. If the contract negotiation period exceeds 10 work days or if the selected Consultant fails to sign the Consulting and Support Services Contract within **seven calendar** days of delivery of it, the Agency may elect to cancel the award and award the CSSC to the next-highest-ranked Consultant. The State Agency will present the final contract to either the Office of Contractual Review or the Office of State Purchasing for final approval.

(Note: As mandated under TIER ONE, the general terms and conditions for all CSSAs for each consultant will be agreed upon by the Consultant and OIT prior to the TIER TWO process and will not be negotiated in TIER TWO).

ATTACHMENT I: PRICE MATRIX - TIER ONE

A. APPLICATION DEVELOPMENT/ DATABASE DEVELOPMENT / WEB DEVELOPMENT

	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
Application Development (Legacy/New Development)			4		
Database Development			3		
Web Development			3		
<hr/>					
TOTAL COMPOSITE LABOR RATE					\$

******* ALL categories in the above Technical Area must have an hourly rate *******

B. NETWORK , DESKTOP , AND NON-MAINFRAME CLASS SERVER
TECHNICAL SUPPORT *(Must submit hourly rates on one or more below)*

	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
1) Network Support			N/A		<input type="text"/>

TOTAL COMPOSITE \$
LABOR RATE **FOR NETWORK SUPPORT ONLY**


	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
2) Desktop Support			N/A		<input type="text"/>

TOTAL COMPOSITE \$
LABOR RATE **FOR DESKTOP SUPPORT ONLY**

	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
3) Non-Mainframe Class Server Technical Support			N/A		<input type="text"/>

TOTAL COMPOSITE \$
LABOR RATE **FOR NON-MAINFRAME CLASS SERVER**
TECHNICAL SUPPORT ONLY

C. MAINFRAME CLASS SERVER TECHNICAL SUPPORT


	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
Software Support Mainframe Server class oper. sys./ OS/390 Unix Systems Services & related prods.			4		
Program Product Support			2		
Capacity Planning Performance Mgt./ sizing Mainframe class oper. sys./ performance tools			2		

TOTAL COMPOSITE
LABOR RATE

\$

***** **ALL** categories in the above Technical Area must have an hourly rate *****

D. DISASTER RECOVERY

	PROPOSER PRICE (hr.rate)	X	STATE EVALUATION FACTOR	=	EVALUATED PRICE
Disaster Recovery, Contingency Planning and Risk Assessment			N/A		

TOTAL COMPOSITE LABOR RATE	\$
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ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. OIT requires that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Proposer should identify the Contact name and fill in the information below: (Print Clearly):

Date: _____

Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: (____)_____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to OIT to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in the response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP, except to the extent noted.
- (4) Proposer's response is valid for at least one year from the date of proposer's signature below;
- (5) Proposer understands that if selected as a CSSA Consultant, if the contract negotiation period exceeds 30 days or if the selected Proposer fails to sign the Consulting and Support Services Agreement within **seven calendar** days of delivery of it, OIT may elect to cancel the award.

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

_____/_____
SIGNATURE of Proposer's Authorized Representative DATE

ATTACHMENT III: TIER ONE CONSULTING AND SUPPORT SERVICES AGREEMENT

(* Indicates agreement provisions that are **not** negotiable)

This Consulting and Support Services Agreement (hereinafter referred to as the "Agreement" or "CSSA") is made and entered into this _____ day of _____, 20__, by and between the State of Louisiana, Office of Information Technology (hereinafter referred to as "the State" or "OIT") and _____, (hereinafter referred to as the "Consultant").

The State of Louisiana, acting by and through the OIT, issued a Request for Proposals (RFP), dated [DATE], for the purpose of obtaining Proposals for Consulting and Support Services. This Agreement is for exclusive use by State of Louisiana government entities (hereinafter referred to as "State Agency"). The RFP and Consultant's Proposal are incorporated by reference into this agreement.

The Consultant submitted a response to OIT's RFP and was identified as a qualified CSSA Consultant;

OIT evaluated Consultant's response as well as all other properly submitted responses to the RFP and has determined that the Consultant's response meets the needs of the State and is in the State's best interest;

OIT hereby awards to Consultant this CSSA under which State Agencies may enter into Contracts for Information Technology related services, set forth in the State's RFP, at or below the hourly rates set forth in Consultant's Proposal, incorporated herein in accordance with the terms and conditions of this Agreement. Use of this Agreement is specifically limited to those state agencies which are authorized to receive such procurement services by Louisiana statutes and regulations. Further, the Consultant and OIT agree and understand that this is an Agreement of convenience and neither financially binds the State or the State Agencies, nor otherwise obligates them to contract for services hereunder.

Contracted Services shall be performed pursuant to the terms of this Agreement, the RFP, the Consultant's Proposal, and according to subsequent Contract(s) and Statement(s) of Work executed by and between the State Agency and the Consultant. This CSSA shall be incorporated by reference into the Contract and Statement of Work and shall designate the Consultant's responsibilities and the Agency's responsibilities. The CSSC shall also include the specific nature of the services to be performed, the hourly rates, the total maximum cost for said services, the period of performance and any other necessary details.

Unless otherwise agreed in writing, all amendments, Contracts, Statements of Work, Task Schedules

and the like signed during the life of this Agreement shall be governed by the terms and conditions of the RFP and this CSSA for contracted services and the laws of the state.

The parties further agree as follows:

1. DEFINITIONS

"State" shall mean the State of Louisiana, Office of Information Technology.

"Consultant" shall mean the individual or other entity performing services under the Consulting and Support Services Agreement (CSSA).

"Contractor" shall mean the individual or other entity performing services under the Consulting and Support Services Contract (CSSC).

"State Agency" shall mean any state governmental entity which executes a Contract and Statement of Work with the Consultant for specified services under the authority of this Agreement.

"Subcontractor" shall mean one not in the employ of the Contractor, who may perform all or part of those services under this Agreement.

"Contracted Services" shall mean those Information Technology related services which individual State Agencies may contract for pursuant to the process defined in the RFP.

"Consulting and Support Services Agreement (CSSA)" shall mean the terms and conditions of this Agreement which is intended to assist those state agencies in obtaining Information Technology consulting services.

"Consulting and Support Services Contract (CSSC)" shall mean the terms and conditions of a contract between a state agency and the CSSA consultant pursuant to this Agreement.

"Authorized User(s)" - denotes an agency or any other entity authorized by the laws of the State of Louisiana to act on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.

2. TERM

Term of this CSSA – This Agreement is effective upon OCR approval and shall end no later than 12 months unless otherwise terminated in accordance with the Termination provision of this Agreement. The State has the right to extend for one year increments up to a maximum of three (3) years.

Term of CSSC – The term of any CSSC entered pursuant to the authority of this Agreement shall be established by State Agency and shall not exceed 12 months. The State Agency has the

right to extend for one year increments up to a maximum of three (3) years.

3. COMMENCEMENT OF WORK*

No work shall be performed by Consultant and the State shall not be bound until such time as a Consulting and Support Services Contract is fully executed between the State Agency and the Consultant and all required approvals are obtained.

At the start of the contract, Contractor shall review applicable State standards and guidelines related to systems development, technical architectures and infrastructures, and usage of State resources and shall comply except as noted in the State Agency Statement of Work or if waived by mutual written agreement.

Where applicable, State shall have the option of exchanging project documents with the Contractor in electronic format, as well as hard-copy. Electronic media exchanged between the State and Contractor shall be compatible with the State's comparable desktop application.

4. TERMINATION *

TERMINATION OF THIS AGREEMENT FOR CONVENIENCE* – The State may terminate this Agreement at any time by giving thirty (30) days written notice to consultant of such termination or negotiating with the Consultant an effective date. Termination of this Agreement shall have no effect upon Consulting and Support Services Contracts which have been executed, on or before such date of termination, between an Agency and Consultant. Unless otherwise terminated by the Agency or Consultant, such Consulting and Support Services Contracts shall remain in full force and effect for the term set forth in the Consulting and Support Services Contract(s).

TERMINATION OF THIS AGREEMENT FOR CAUSE* – State may terminate this agreement for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to any Consulting and Support Services Contracts, provided that the State shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Consultant in default and the Agreement shall terminate on the date specified in such notice. The Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

5. SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part

of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties in a Consulting and Support Services Contract. The Contractor shall be the single point of contact for all subcontractor work.

6. APPLICABLE LAW *

This Agreement, and any subsequent CSSCs, shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Agreement, or any subsequent CSSCs, shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY *

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

Consultant shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Consultant shall indemnify, defend and hold the State harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) State's unauthorized modification or alteration of a Service; ii) State's use of the Service in combination with other services not furnished by Consultant; iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the state's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Agreement as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

8. SEVERABILITY *

If any term or condition of this Agreement, or any contract entered into as a result of this Agreement, or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

9. WAIVER *

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by the written consent of both parties.

10. CODE OF ETHICS *

The consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Consultant in the performance of services called for in this agreement. The consultant agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time

during the term of this agreement.

11. ASSIGNMENT

No consultant shall assign any interest in this agreement by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

12. SUBSTITUTION OF KEY PERSONNEL *

The State reserves the right to disapprove the continuing assignment of Consultant personnel provided under this Agreement and Contractor personnel as a result of any contract entered into as a result of this Agreement. If the State exercises this right, and the Consultant/Contractor cannot immediately replace the disapproved personnel, the State agrees to an equitable adjustment in schedules that may be affected hereby.

The level of personnel identified in this Agreement and the actual Key Personnel identified in the SOW may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Consultant personnel become unavailable due to resignation, illness, or other factors, excluding assignment to projects outside this agreement, outside of the State's or Consultant's reasonable control, as the case may be, the State or the Consultant, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

13. CONTRACT CONTROVERSIES *

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1524-26 or 39:1673, as applicable.

14. RIGHT TO AUDIT *

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

15. WARRANTIES

Consultant warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the Statement of Work.

No Surreptitious Code Warranty. Consultant warrants that Consultant shall make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

16. LICENSES AND PERMITS

Consultant shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

17. SECURITY *

Consultant's personnel shall comply with all security regulations in effect at the State's premises, and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Consultant, accordingly. Consultant is responsible for promptly reporting to the State any known breach of security.

18. TAXES *

Consultant is responsible for payment of all applicable taxes from the funds to be received under this contract. Consultant's federal tax identification number is [TO BE COMPLETED]

19. CONFIDENTIALITY *

The following provision shall apply unless the State Agency Statement of Work specifically indicates that all information exchanged shall be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Consultant in order to carry out this Agreement, or any contract entered into as a result of this Agreement, or which becomes available to the Consultant in carrying out this Agreement, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Consultant. If the methods and procedures

employed by the Consultant for the protection of the Consultant's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties.

20. INSURANCE *

Consultant shall be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required herein for any contract entered into as a result of this Agreement. Additional insurance coverage may be set forth in the SOW.

21. CONTRACT MODIFICATIONS *

No amendment or variation of the terms of this Agreement, or any contract entered into as a result of this Agreement, shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

22. FUND USE *

Consultant agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

23. COMPLIANCE WITH CIVIL RIGHTS LAWS *

The Consultant agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Consultant agrees not to discriminate in its employment practices, and shall render services under this Agreement and any contract entered into as a result of this Agreement, without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement and any contract entered into as a result of this Agreement.

24. HEADINGS

Descriptive headings in this Agreement are for convenience only and shall not affect the construction or meaning of contractual language.

25. PAYMENT *

The Consultant awarded a Consulting and Support Services Contract shall invoice the State Agency directly and payment shall be made by the State Agency directly to the Contractor in accordance with the payment terms agreed to in the Consulting and Support Services Contract. In no event shall the OIT be liable for payments on behalf of any State Agency other than itself. Additional Payment terms shall be as set forth in the Consulting Services and Support Contract executed by and between the State Agency and the Contractor in the Tier Two process.

26. USE OF AGENCY'S FACILITIES

Any property of the State furnished to the Consultant awarded a Consulting and Support Services Agreement shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of the Consulting and Support Services Agreement or any contract entered into as a result of this Agreement..

The Consultant shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Consultant or which results from the failure on the part of the Consultant to maintain and administer that property in accordance with sound management practices, to ensure that the property shall be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Consultant. Upon the happening of loss, or destruction of, or damage to, the property of the State, the Consultant shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Consultant shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Agreement. All reference to the Consultant under this section shall include any of its employees, agents, or subcontractors.

27. OWNERSHIP OF PRODUCT *

Definition of Materials:

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that Consultant may deliver to State Agency as part of a Service. The term "Materials" does not include commercially available Products, Machine Code, or Licensed Internal Code.

Materials Ownership and License

The Statement of Work shall specify Materials to be delivered to State Agency. The Statement of Work shall identify them as being "Type I Materials", "Type II Materials", or otherwise as the parties agree. If not specified, Materials shall be considered Type II Materials.

Type I Materials are those created during the Service performance period in which State Agency shall have all right, title, and interest (including ownership of copyright). Contractor shall retain one copy of the Materials. State Agency grants Contractor 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on, Type I Materials and 2) the right to authorize others to do any of the former.

Type II Materials are those created during the Service performance period or otherwise (such as those that preexist the Service) in which Contractor or third parties have all right, title, and interest including ownership of copyright. Contractor shall deliver one copy of the specified Materials to State Agency. Contractor grants State Agency an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, internally only, copies of Type II Materials.

Each party agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

28. ORDER OF PRECEDENCE *

The Request for Proposals (RFP), dated _____, and the Consultant's Proposal dated _____, are attached hereto and, incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency between this Agreement, the OIT's RFP and/or the Consultant's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Agreement, then to the RFP and finally, the Consultant's Proposal. Consulting and Support Services Contracts executed hereunder shall incorporate the terms and conditions of this Agreement. Each Consulting and Support Services Contract shall be the controlling document for that particular transaction only and shall not be intended to make modifications to this Agreement except for the specific transaction for which the Statement of Work was executed between the State Agency and the Consultant.

29. COMPLETE AGREEMENT *

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

30. SIGNATURE BLOCKS *

The parties acknowledge and accept the terms and conditions of this Agreement In witness whereof, the parties have signed this Agreement.

THE STATE OF LOUISIANA
OFFICE OF INFORMATION TECHNOLOGY

CONSULTANT

Name of Authorized Representative

Name of Authorized Representative

SIGNATURE / TITLE

SIGNATURE / TITLE

DATE

DATE

ATTACHMENT IV: REFERENCE SHEET FOR TIER ONE RESPONSE

Company Name:_____

Address:_____

City_____State_____Zip_____

Contact Name:_____Phone Nbr.(____)_____

E-mail:_____

Service Date: From:_____ to _____

Service(s) provided_____

Company Name:_____

Address:_____

City_____State_____Zip_____

Contact Name:_____Phone Nbr.(____)_____

E-mail:_____

Service Date: From:_____ to _____

Service(s) provided_____

Company Name:_____

Address:_____

City_____State_____Zip_____

Contact Name:_____Phone Nbr.(____)_____

E-mail:_____

Service Date: From:_____ to _____

Service(s) provided_____

ATTACHMENT V: MODEL IT STATEMENT OF WORK (SOW)

(To be prepared in TIER TWO by the State Agencies requiring services under this contract)

This Statement of Work (SOW) defines the scope of work to be accomplished by the Contractor under the terms and conditions of the governing Contract. The tasks to be performed by the Contractor and the Deliverables to be provided are defined and a Schedule is provided.

The Statement of Work includes the following subsections:

- Project or Task Objectives
- Scope of Work and Deliverables
- Estimated Schedule
- Contractor Staff, Roles, and Responsibilities
- State Staff, Roles, and Responsibilities
- Additional Terms and Conditions Specific to this SOW
- Change Control Procedures

1. Project or Task Objectives

[Describe the project or task objectives. This should include information such as the purpose of the project, organizations involved, the project scope, its intended users, and a list of the primary project objectives.]

2. Scope of Work and Deliverables

2.1 Task (1 - N) – [Descriptive Title]

A. Task Description

[Provide a description of the Task (including subtasks as applicable). The description should be sufficiently detailed to enable both the State agency and the Contractor to have a clear understanding of the nature of the work to be performed and the approach for performing the task.]

B. Task Completion Criteria

This task shall be considered complete when [describe the condition that must be met for the task to be considered complete. Where applicable, tie the completion criteria to specific deliverables.]

C. Deliverables Required

[List and provide the formal name of all deliverables and all, or part, of it must result from the above tasks. Where possible provide the purpose, content, and the delivery method (i.e., the form and the person/location to whom the delivery shall be made). If there are no deliverables, then state "None".]

D. ACCEPTANCE OF DELIVERABLES

1. *General.* Except where the Contract provides different criteria, work shall be accepted if it has been performed in accordance with the applicable task completion criteria specified in the Statement of Work.
2. *Submittal and Review.* Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State shall promptly review the Deliverable within 10 business days after the Deliverable is presented to the State Project Manager. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
3. *Notification of Acceptance or Rejection.* If State disapproves a Deliverable, State shall notify Contractor in writing of such disapproval, and shall specify those items which, if modified or added, shall cause the Deliverable to be approved. With respect to rejected Deliverables, the parties agree to repeat the process for a maximum of three iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State

E. Assumptions

[State any assumptions that may be unique to this task. If there are none, then omit this paragraph.]

F. Other Contractor Responsibilities

In addition to the Tasks specified above, the Contractor shall have the following responsibilities: *[List and provide a description of all contractor responsibilities not covered in the Task descriptions.]*

3. Estimated Schedule

The following schedule reflects the estimated time frame for completion of the services detailed in this SOW:

[Provide a schedule/timeline of the major tasks/subtasks and milestones. The estimated schedule may be critical dates or milestone expectations.]

4. Contractor Staff, Roles, and Responsibilities

[Specify the qualifications, roles, and responsibilities of the Contractor's staff that shall be required.]

5. State Staff, Roles, and Responsibilities

[Identify State staff who will be involved, naming individuals key to the project, and describe in detail their roles and responsibilities. Also indicate other resources that may be provided in support of the SOW.] Some examples are:

- 1. Designate an individual who will serve as the State Project Manager.*
- 2. Provide timely access to State Agency staff and documentation as required to complete each of the deliverables.*
- 3. Provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.*
- 4. Provide office space, LAN connection, Internal E-mail connection, copiers, use of PC state standard desktop office software (e.g., word processor, spreadsheet), telephones, and miscellaneous office supplies.*
- 5. Coordinate scheduling of interviews with selected entities and prioritize additional tasks to be completed, as time is available.*
- 6. Convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.*
- 7. Review work plans, forms, interview results, draft documents, and reports as related to services being provided. The state agency will review the deliverables and return comments within five (5) business days of the delivery of the deliverables.*
- 8. State will be responsible for the supervision, direction, and control of its own personnel.*
- 9. The State will provide safe and free access to those facilities needed to conduct project tasks.*

6. Additional Terms and Conditions Specific to this SOW

The services to be provided under this SOW are subject to the following additional provisions:

[List and describe below all other assumptions and special provisions unique to the SOW]

7. Change Control Procedures

The following provides a detailed process to follow if a change to the Statement of Work is required:

- A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.
- B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) shall be processed in accordance with the following procedure:
 - A Task Change Request (TCR) shall be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.
 - The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
 - Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges that may be required for such investigation. If the investigation is authorized by the State Project Manager, he/she will sign the TCR which will constitute the approval for the investigation charges. Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.
 - Written authorization by both parties of a Task Change Authorization must be signed by both parties to authorize implementation of the investigated changes upon approval of OSP or OCR.

8.0 TECHNICAL REQUIREMENTS

8.1 TASK DEFINITION

- A. Contractor shall make available to the State technically competent personnel for the purpose of providing the services required to accomplish the tasks described in Contract Statement of Work. Each such task, listed as Task Schedules, shall be considered complete when the completion criteria, as defined in the applicable tasks, are met.
- B. Each Task Schedule specified in the Statement of Work contains, at a minimum, a description of the task, a statement of the Contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated starting date and completion dates, and a cost for each task. The aggregate of the costs for all Task Schedules shall not exceed the maximum amount of the contract.
- C. The Contractor agrees that Contractor shall perform the services for which the Contractor is responsible, that Contractor shall accomplish this work in the manner stated in the Statement of Work, and that the Contractor shall provide the deliverable items as required. This performance is predicated, however, on the State meeting its responsibilities in the manner described in the Statement of Work.

8.2 PROJECT MANAGEMENT

- A. *Control and Supervision* - The services provided by the Contractor to accomplish the Statement of Work shall be under the control, management, and supervision of the Contractor, unless stated otherwise in the SOW.
- B. *Provide Project Work Plans and Progress Reports* – The Contractor shall provide written and oral status reports as specified in the Statement of Work.
- C. *Provide Time Sheets* – Accompanying each Progress Report, the Contractor shall submit time sheets to the State Project Manager indicating effort expended by each member of its, or its subcontractors' staff, participating in this contract.

8.3 CONTRACTOR RESOURCES

- A. *Project Staff*. Contractor shall provide competent and qualified project staff as specified for the applicable task schedule in the Statement of Work.

9. Attachments

Include appendices as necessary to clarify or provide details to the technical descriptions above. Some examples of SOW appendices are:

- *Spreadsheets and Diagrams*
 - *Software List*
 - *Hardware/Equipment List*
 - *Database Schema*
 - *Computer Operations Layout*
 - *Remote Site Locations*
 - *Network Topology*
 - *Training Requirements and Materials*
 - *Technology Refresh*
 - *Security*
 - *Compatibility and Interface Requirements*
- *Technical Architecture and Standards*
- *Project Change Request Form*
- *Standards of Performance*
- *Hardware / Software Environment*
- *Organization and Staffing Charts*
- *Site Plans / Maps*
- *Description of State Furnished Property or Services*

ATTACHMENT VI: TIER TWO CONSULTING AND SUPPORT SERVICES CONTRACT

(* Indicates contract provisions that are **not** negotiable)

STATE OF LOUISIANA CONTRACT

On this ____ day of ____, 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor" or "[CONTRACTOR NAME]", do hereby enter into a contract under the following terms and conditions and subject to the terms and conditions of the Consulting and Support Services Agreement.

1.0 SCOPE OF SERVICES

The contract is to define the terms and conditions, certain tasks, establish the responsibilities for accomplishing the tasks, and prescribe the payment for that work which has been clearly identified in Section 3.0 Technical Requirements.

1.1 CONCISE DESCRIPTION OF SERVICES

[A BRIEF DESCRIPTION OF SERVICES IS TO BE PROVIDED BY THE AGENCY]

1.2 FINAL STATEMENT OF WORK

[THIS WILL BE THE FINALIZED SOW COMPOSED FROM TIER TWO AND THE PROPOSERS RESPONSE]

1.2.1 INTRODUCTION

This Statement of Work defines the tasks to be performed (Task Schedules), the required deliverables, the completion criteria, estimated completion dates, the estimated cost for each Task Schedule; and establishes the responsibilities for accomplishing these tasks.

1.2.2 GOALS AND OBJECTIVES

[THE GOALS AND OBJECTIVES OF THIS CONTRACT TO BE DEVELOPED BY THE AGENCY]

1.2.3 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, as identified in 1.2.4, authorized on behalf of the State to evaluate the contractor's performance against the criteria in the Statement of Work.

[AGENCY NEEDS TO LIST THE PERFORMANCE MEASURES. THESE SHOULD BE MEASURABLE AND TIME BOUND]

1.2.4 MONITORING PLAN

The State Project Manager, *[Name and Title or Position]*, will be authorized on behalf of the Agency to monitor the services provided by the **contractor** and the expenditure of funds under this contract. *[Name and Title or Position]* will be primarily responsible for the day-to-day contact with the **contractor** and day-to-day monitoring of the **contractor's** performance. The method used to monitor the contractor's performance will be:

(to be completed by the Agency)

1.2.5 TASK SCHEDULES

Under the provisions of this Contract and within its Scope of Services additional Task Schedules may be added, provided:

- a. The Work performed is clearly within the Contract's Statement of Work,
- b. The aggregate of the costs for all Task Schedules shall not exceed the maximum amount stated in the contract, and
- c. Both parties mutually agree in writing to the Task Schedule to be added.

1.2.6 TASK NO. 1 - *[TO BE COMPLETED BY THE STATE AGENCY FOR EACH TASK TO BE ACCOMPLISHED]*

A. Task Description

The task is to.....

B. Contractor Tasks and Responsibilities

C. Schedules and Deliverables

D. Completion Criteria

The Contract shall be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Deliverables will be accepted under

the provisions of Acceptance of Deliverables.

E. State Responsibilities

F. Cost

1.2.7 CHANGES OR ADDITIONS TO TASK SCHEDULES

- A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.
- B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) shall be processed in accordance with the following procedure:
 - A Task Change Request (TCR) shall be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.
 - The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
 - Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor shall specify any charges that may be required for such investigation. If the investigation is authorized by the State Project Manager, he/she will sign the TCR which will constitute the approval for the investigation charges. Contractor shall invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.
 - Written authorization by both parties of a Task Change Authorization must be signed by both parties to authorize implementation of the investigated changes upon approval of OSP or OCR.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on [DATE] and shall end on [DATE] . State has the right to extend this contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

2.2 STATE FURNISHED RESOURCES

State shall appoint *[NAME]* as State Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned State Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

[STATE AGENCIES MAY ADD ANY OTHER RESOURCES THAT MAY BE FURNISHED FOR SPECIFIC PROJECTS]

2.3 INSURANCE

[STATE AGENCIES MAY REQUIRE ADDITIONAL INSURANCE DEPENDING ON THE SCOPE OF THE PROJECT. AGENCIES SHOULD CONTACT THE OFFICE OF RISK MANAGEMENT FOR GUIDANCE]

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any

subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor up to a maximum fee of \$[TO BE INSERTED]. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the SOW. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 25 work days of the approval of invoice and under a valid contract. Payment will be made only on approval of _____ (*Name of Designee*).

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly, to the State reflecting the number of work-hours

expended by the Contractor in the performance of the tasks and the hourly rates according to the type of personnel providing services. The hourly rates are as follows: *[list hourly wages from SOW response]*

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor shall not be paid more than the maximum amount of the contract.

Ten percent (10%) of fees approved by State Project Manager to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE *

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor shall be considered.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE *

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS *

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

6.0 SEVERABILITY *

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

7.0 COMPLETE CONTRACT *

This Contract, together with the terms and conditions of the CSSA which are incorporated by reference, is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

8.0 ORDER OF PRECEDENCE *

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of this Contract which incorporates the CSSA, second priority to the Agency's Statement of Work; third priority shall be given to the contractor's response to the proposed SOW (Attachment V) by the Agency.

THUS DONE AND SIGNED on the date(s) noted below:

NAME OF CONTRACTOR'S REPRESENTATIVE

NAME OF STATE'S REPRESENTATIVE

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE